injunction should not be granted. *Atkins* v. *W. & A. Fletcher Co.* (1903),—N. J.—55 Atl. Rep. 1074.

This case presents a novel situation. The labor union appears as the employer of labor. The wrong of which it complains is that the defendants by violence interfere with the free flow of labor to the union to be employed in picketing. This is the ground upon which injunctions have frequently been granted at the request of the employer, but another element is necessary. The complainant must show a substantial pecuniary loss for which an action at law is an inadequate remedy. The action at law is inadequate against the labor union because the labor union is not financially responsible. In this suit it does not appear that the defendants are not financially responsible nor have the complainants shown a substantial pecuniary loss. The decision is supported by the weight of authority. *Musselman* v. *Marquis*, 1 Bush 463. *Milan Steam Mills* v. *Hickey*, 59 N. H. 241. *Long* v. *Kasebeer*, 28 Kans. 226. *Francis* v. *Flinn*, 118 U. S. 385, contra *Felton* v. *Justice*, 51 Cal. 529, *Bartlett* v. *New Orleans*, 24 Fed. 563.

INSURANCE—CONVEYANCE OF PROPERTY TO PARTNER NOT GROUND FOR FORFEITURE.—F and E as partners owned certain property. It had been insured by defendant. By its terms the policy was to become void if the property should be sold, transferred or incumbered without the written consent of the company. E transferred his interest to F who subsequently conveyed the whole property to third parties. At the time of the loss, however, it had all been reconveyed and was owned by F and E in the same manner as when the policy issued. This action is brought against the company to recover the amount of the policy. *Held*, that the plaintiff could recover. *German Mut. Fire Ins. Co.* v. *Fox, et al.* 1903,—Neb.—, 96 N. W. Rep. 652.

In interpreting the policy the court concluded that "a sale made by a partner of partnership property to his partner is not a conveyance within the meaning of the forfeiture clause" and such seems to be the weight of authority. *Barnett* v. *Ins. Co.* 46 Ala. 11, 7 Am. Rep. 581. *Pierce* v. *Ins. Co.*, 50 N. H. 297, 9 Am. Rep. 235. *Cowan* v. *Ins. Co.*, 40 Iowa 551, 20 Am. Rep. 583. *Dermain* v. *Ins. Co.*, 26 La. Ann. 69, 21 Am. Rep. 544. *West* v. *Ins. Co.*, 27 Ohio St., 1, 22 Am. Rep. 294, and see note to *Hathaway* v. *Ins. Co.* 64 Iowa 229 in 52 Am. Rep. 442. As to the subsequent transfer by F to third parties, while the evidence was not clear that an actual and complete transfer had taken place yet the court laid down the rule that it was of no importance where the title was during the term of the policy if before the loss it had been reconveyed to one properly holding under the terms of the policy and citing in its support *Lane* v. *Ins. Co.* 12 Me. 47, 28 Am. Dec. 150, *Power* v. *Ins. Co.*, 19 La. 28, 36 Am. Dec. 665, which together with *Kyte* v. *Ins. Co.*, 144 Mass. 43, 10 N. E. 518 seem to be about the only analogous cases and even the facts in these are distinguishable from the present case, though the case is squarely announced in *Power* v. *Ins. Co. supra*. However in view of the holdings, (and the authorities are agreed on this point) that a complete transfer will make the policy void, *Bishop* v. *Ins. Co.*, 45 Conn. 430, *Ins. Co.* v. *Gatewood*, 10 Ky. Law Rep. 117, *Smith* v. *Ins. Co.*, 120 Mass. 90, the question might well be put: how can a contract which by its terms is to become void upon the happening of a certain contingency and which fails to provide for its own revival be yet declared to be in full force and effect, once that contingency has happened?

JURORS—COMPETENCY—TAXPAYERS OF A MUNICIPALITY—INTEREST.—A city brought an action against a street railway company for the expense of supervising construction and for materials furnished. A number of jurors

called were taxpayers of the city and were challenged on the ground of interest. *Held*, that the taxpayers of a city are not disqualified on the ground of interest. *Detroit* v. *Detroit Railway Co.* (1903),—Mich—95 N. W. Rep. 992.

The common law upon this subject has not been changed in Michigan. The decision is based upon (1) the following decisions where the common law was in force: *Kemper* v. *Louisville*, 77 Ky. 94; *Marshall* v. *McAllister*, 18 Tex. Civ. App. 160, 43 S. W. 1043; *Rathbun* v. *Thurston Co.* 8 Wash. 238, 35 Pac. 1102; *Jackson* v. *Pool*, 91 Tenn. 448, 19 S. W. 324; *Eastman* v. *Commr's*, 119 N. C. 505, 26 S. E. 39; *Omaha* v. *Olmstead*, 5 Neb. 446; *Commr's* v. *Lytle*, 3 Ohio, 290; (2) the fact that by statute judges and jurors are excluded on the same grounds, and that it has been the uniform practice in Michigan for judges to sit in cases involving the rights of the municipality in which the judge is a taxpayer. Whatever may be thought of this latter reasoning, by the overwhelming weight of authority both at the common law and under statutes declaring interest a disqualification, a taxpayer is incompetent as a juror in an action in which the municipality has a financial interest. THOMPSON AND MERRIAM ON JURIES, § 179; ABBOTT'S CIVIL JURY TRIALS, p. 58; THOMPSON ON TRIALS, § 63; *Hesketh* v. *Braddock*, (leading case) 3 Burr. 1847; *Robinson* v. *Wilmington*, 8. Houst. (Del.) 409, 32 Atl. 347; *Goshen* v. *England*, 119 Ind. 368, 21 N. E. 977; *Cason* v. *Ottumwa*, 102 Iowa 99, 71 N. W. 192; *Kansas City* v. *Kirkham*, 9 Kan. App. 236, 59 Pac. 675; *Peck* v. *Essex Co.*, 21 N. J. L. 656; *Diveny* v. *Elmira*, 51 N. Y. 506; *Guthrie* v. *Shafter*, 7 Okl. 459, 54 Pac. 698; *Watson* v. *Tripp*, 11 R. I. 98, 23 Am. Rep. 420; and many others to the same effect. Such disqualification can be removed only by express statute which should be strictly construed. Section 2468, Mich. Comp. Laws, 1897, provides that electors and inhabitants of a county shall be competent jurors in suits in which the county is interested, and by § 10226, in penal actions to recover any sum, a taxpayer in the county, city or village is a competent juror. It is submitted that it would have been very easy for the legislature to have gone the remaining step if it had wished to abolish entirely the common law rule. Under this ruling there seems to have been no need for the statute above mentioned. This common law disqualification has now been removed, to a greater or less extent, in perhaps half of the states.

LAND CONTRACT—DESCRIPTION— AREA OF HIGHWAYS INCLUDED—AGREEMENT AGAINST INCUMBRANCES.—The executors of W, contracted to convey a farm to A, free and clear of incumbrances to be paid for by the acre according to a survey to be made. The land was crossed by streets which were not expressly excepted as incumbrances. In a suit to foreclose a purchase money mortgage on the property given by A, *Held*, that the area of highways included in the tract should be included in determining the amount of the consideration. *Beach* v *Hudson River Land Co.* (1903),—N. J. Eq.—56 Atl. Rep. 157.

Where the intention of the parties as to boundaries is not clear from the words used, courts have adopted rules of interpretation. One frequently resorted to is where a street is called for as a boundary, the middle line of the street is always intended unless the contrary plainly appears. *Paine's Ex.* v. *Consumers' Storage Co.* 71 Fed. Rep. 627. It follows as a corollary to this rule that the grant of a tract of land to be paid for by the acre includes the land in highways cutting or bounding it. *Firmstone* v. *Spaeter*, 150 Pa. St, 616. But if a highway is an incumbrance (*Huyck* v. *Andrews*, 113 N. Y. 81, 90, *Hubbard* v. *Norton*, 10 Conn. 423,) and the parties knew it to be such, it would seem in the principal case